

EXHIBIT 14



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VIA FEDEX

Unlawful Appropriation of ConnectU Website

Dear Mr. Stenshoel:

We represent Messrs Cameron and Tyler Winklevoss and ConnectU LLC (collectively "ConnectU"). Based on your e-mail correspondence of February 11, 2004, we understand that you represent Mr. Mark Zuckerberg and thefacebook.com.

In December 2002, our client began to develop a business plan for a new type of website. This website would allow students and alumni of a college or university to create a network specific to that institution, and give the students and alumni a place to meet, exchange information, discuss employment prospects, and serve as an on-line dating service. ConnectU's business model had a significant chance of financial success because the users, well-educated students and alumni, are an attractive demographic for many companies. Initially, ConnectU (formerly known as Harvard Connection) was to serve the Harvard community. Once established at Harvard, ConnectU would expand to other institutions.

ConnectU's founders engaged trusted fellow students to develop the code for the site and to become part of the ConnectU team. Because Messrs Winklevoss were scheduled to graduate in the summer of 2004 and wanted to complete and launch the site before graduation, in November 2003 Messrs Winklevoss engaged Mr. Zuckerberg to complete the development of the software for the ConnectU website. From November 2003 until February 2004, Mr. Zuckerberg took every opportunity to assure ConnectU that he was using his best efforts to complete the project and ready the website for market. In exchange, ConnectU provided to Mr. Zuckerberg detailed descriptions of its plans for the site, including descriptions of the business model, various functionality and content concepts, the type of information that would be collected from users, and the source code developed to date. Mr. Zuckerberg agreed to maintain the confidentiality of these plans.

Mr. Zuckerberg's agreement to complete the source code and ConnectU's reliance on Mr. Zuckerberg's representations, as well as ConnectU's divulgence of information regarding ConnectU's merchandising, production, management, design,

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procedure, and business plans, are demonstrated by the voluminous email correspondence exchanged by the parties. Despite his pledges of commitment to the ConnectU project, his acceptance of the ConnectU source code, and his access to ConnectU's proprietary and confidential business information, Mr. Zuckerberg never intended to fulfill his duty to ConnectU and broke the trust that Messrs Winklevoss placed in him. Specifically, Mr. Zuckerberg used the ConnectU code and business information to launch thefacebook.com. Mr. Zuckerberg revealed his unscrupulous intentions by promising on January 8, 2004 to complete the ConnectU programming but registering the domain name thefacebook.com on January 11, 2004, and by launching his own website on February 4, 2004. His dishonest intentions were confirmed when he boasted to *The Harvard Crimson* that he completed and launched his site in one week.

In light of Mr. Zuckerberg's agreement to complete the source code for the ConnectU website, his access to ConnectU's confidential information, and his decision to launch a website directly competitive with ConnectU, it is our view that Mr. Zuckerberg is liable for at least breach of contract, unfair competition, unjust enrichment, misappropriation of trade secrets, and breach of fiduciary duty. Moreover, in light of the speed at which Mr. Zuckerberg launched thefacebook.com website, we suspect that he is also liable for copyright infringement of the ConnectU code, as well related violations of the Digital Millennium Copyright Act and the Computer Fraud and Abuse Act.

Mr. Zuckerberg's actions have caused considerable harm to ConnectU, including significant loss of business and business opportunity, both in terms of users and advertisers. The nature of this harm cannot be remedied by money damages alone. We therefore hereby demand that your client (a) immediately take-down the website thefacebook.com, (b) refrain from launching any website or service similar in purpose or function to ConnectU for at least two (2) years, (c) immediately return to ConnectU any information and materials owned by ConnectU, including but not limited to source code, object code, business plans of any kind, and website design plans of any kind, (d) immediately disgorge any profits earned by thefacebook.com, and (e) pay ConnectU's attorneys' fees and costs associated with this enforcement of ConnectU's rights.

If you would like to discuss this matter further, please contact us. We look forward to receiving confirmation that your client is taking the actions identified no later than July 1, 2004.

Sincerely,

FINNEGAN, HENDERSON, FARABOW
GARRETT & DUNNER, LLP


John F. Hornick

JFH/MAE/fbe
cc: ConnectU LLC
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